PORSF 11.3,31.7.1 V5

The Port of Portland

DRY DOCKAGE SALES RE-CAPITULATION

For the Month of April, 1948

Debit- Accounts Receivable

Debit- Distribution Ledger

Debit-

Credit- pockare Marnings

Q 15 7,351,99 V

Dockage Statistics:

Seagoing Vessels

River Boats, Barges, etc.

Number Docked

7 63,234

4 5,517



APR 1 DJ 4 4-3 2 144.50 APR 2 DJ 4 4-3 5 6930 APR1 2 DJ 4 4-3 6 29 2.4 0 2,8 0 9.7 3 APR 1 6 DJ 4 4-3 7 9 4.8 0 1,5 7 8.7 2 7 1 7.6 0 7 1.9 1 9 1 5.4 5 APR1 6 DJ 4 4-3 8 APR 2 1 DJ 4 4-3 9 APR 2 1 DJ 4 4-4 0 APR 2 6 DJ 4 4-4 1 APR 2 5 DJ 4 4- 4 2 APR 2 9 DJ 4 4-4 3 12292534.66 APR 3 0 DJ 4 4-4 5

7,351.99 *

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Docking N	Vo			19 40
Name of V	Vessel Derrick Barge Cascad	9	Gross Re	eg. Tonnage: 1407
			Cargo —	Long Tons:
Ordered b	y U. S. Engineers Bill t	san	ne	Repairs by Same
Docked:	Undocking Started:	L	ifted on:	
12:15	Рм. 4/27 1948 11:23Ам. 4/	30 1948 P	ontoons Nos	4=5 Dock No. 2
DATE	DOCKAGE		AMOUNT	GENERAL DESCRIPTION OF WORK
4/28	Lift day ends 12:15 PM 1407	@ .18 E	253.26	Washed, cleaned & painted hull.
4/29	1st lay day ends 12:15 PM 140	7 @ .10	140.70	
4/30	2nd " " 12:15 PM 140		140.70	
			534.66	
	, , , , , , , , , , , , , , , , , , , ,			
	to the second second			
				Barge arrived pier S-2 at 1:00 PM 4/26
				Barge departed from Dock #2 at 12:20 PM 4/30
	Barge ready to undock 11:20 A	M 4/30		
		2/33		
	II Co	ompiled by		Approved by Entered Billed S/5/49

CONTRACT NO. (If any) DEPARTMENT OF THE ARMY LABeado PURCHASE ORDER SHOTT ORDER NO. NO. OF SHEETS 13081 ISSUED BY: ABOVE CHECKED NUMBER (S) MUST APPEAR ON ALL PACKAGES AND PAPERS RELATING TO THIS ORDER. nes L. two if chalmen f Corps of Engineers W - STANAHO M andfilmain :estating REQUISITION NO. to the ten to the sea 628 Pittock Block, Portland 5, Oregon and the 5193 to still deserve on sham showed the full authorized by To: (Contractor and address; also factory address, if required) PAYMENT WILL BE MADE BY DISBURSING OFFICER, vided, it such shanges cause an Lacrosse or decrease in the amount due under this contra refer has got been the wan sen that Ba 628 Pittock Block, and the will be a Portland 5, Oregon The Port of Portland, d labor standards, bna idliw ballenio 916 Spalding Building, INVOICE FOR PAYMENT WILL BE MAILED TO: 14001 10 05413 163 add mother of all Portland Lt, Oregon amag syaled at District Engineer, Corps of Engineers, was as a children typed needs within the time specified, or any extension thereof. The development may, on writing that it is deligated to the control of th any or sergeralism. 628 Pittock Block, Portland 5, Oregon folder of vlinages THE SUPPLIES AND SERVICES TO BE OSTAINED BY THIS INSTRUMENT ARE AUTHORIZED BY, ARE FOR THE PURPOSES STY FORTH IN, AND ARE CHARGEABLE TO THE FOLLOWING ALLOYMENTS, THE AVAILABLE BALANCES OF WHICH ARE SUPPLIENT TO LOVER THE COST TREEFOR by sorny or reference B. H. Moore wisered days to meaner've insegment of belile stanounce oil is valed off if reithe Ulin Som Engineer in that pertue all is seamous by usiquest being limited is, any previounts, erfortig, se elleration order burned by the Ser ione nottergent for IN ACCORDANCE WITH YOUR PRICE LIST ORAL QUOTATION WRITTEN QUOTATION OF PLEASE FURNISH THE FOLLOWING ON THE TERMS SPECIFIED ON BOTH SIDES OF THIS PAGE AND ON THE ATTACHED SHEETS, IF ANY, INCLUDING DELIVERY F. O. B. METHODS OF PRESENTING INVOICES OR VOECHERS, AND OF PACKING, MARKING, VIDED HEREIN, EXCEPT AS OTHERWISE DIRECTED BY THE CONTRACTING OFFICER. AND SHIPPING, SHALL BE AS PROaginatis for neonglast nartial deliveries send otther \$1,000 or 50 percent of the 4s Isups blued bleaming SCHEDULE OF DELIVER DOMESTIC we see ward even of whose all les that supplies on SERVICES Terrinor UNIT UNIT PRICE ITEM NO. QUANTITY ting in such that the control of the creat of any such assignment Services of the Port of Portland Drydock to drydock the derrick barge Cascade on King April 27, 28, 29 and 30, 1948... n an helders o nd takens a so tolongido is to grow notherness of the Centralities this request (a) the celuit barels do not inor thin transmission from which the Controls unt (h) day prices harein i clude all spailwhie in offert at the a tax-moming law electricies on foreign figure of the entres that it ying to wante the oil difficult of their consistenced that SPECIFIC PURPOSE: naurous besevitab sei liene eziate taliati edi ei ad gum esas edt ze in Definitions ... Event for the exiginal algoing of this operation, and event a sies clared berein, the form "Contracting Officer" as need becala chaft insieds etc. V. M. EASON.

DEPARTMENT OF THE ARMY PURCHASE ORDER ROOTIGOS

1. VENDOR'S INVOICES.—Invoices shall be prepared and submitted in triplicate, invoices shall contain the following information: Order number and contract number, if any; Government nomenclature of articles or services and Government sizes of articles; quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The following certificate will be shown on each of the three copies of the invoice:

"I certify that the above bill is correct and Just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transaction have been complied with; and that State or local sales taxes are not included in the amounts billed."

The Contractor or his authorized representative will sign only the original (ribbon typed copy, if typed). When the involve is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which as signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be. If State or local sales taxes are included in the amounts billed, the inapplicable words in the last portion of the certificate will be omitted.

2. DISCOUNTS.—Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at these points, or from date correct bill or voucher, properly certified by the Contractor, is received if the latter date is later than the date of delivery.

3. PAYMENTS.—The Contractor shall be paid, upon the submission of properly certified clinvolces or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

- 4. INSPECTION.—Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.
- 5. VARIATION IN QUANTITIES.—Unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 percent, will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.
- 6. NOTICE OF SHIPMENTS.—At the time of delivery of a shipment to a carrier for transportation, the Contractor shall give such prepaid notice of shipment as the Contracting Officer may require.
- 7. TAXES.—Unless otherwise indicated in this contract (a) the prices herein do not include any State or local sales, use, or other tax from which the Contractor or this transaction of the procurement of these supplies is exempt; and (b) the prices herein include all applicable Federal taxes and other applicable State and local taxes in effect at the date of this contract. Upon request of the Contractor the Government will issue tax-exemption certificates or furnish other similar proof of exemption with respect to the taxes excluded from the price. Where any duties or taxes have been included in the contract price and a refund or drawback is obtained by the Contractor by reason of the expert or reexport of supplies covered hereby, or of materials used in the performance of this contract, the amount of such refund or drawback will be paid over to the Government, or credited against amounts due from the Government under this contract; Provided, however, That the Contractor shall not be required to apply for such refund or drawback unless so requested by the Contracting Officer.
- 8. WALSH-HEALEY ACT.—If this contract is for an amount in excess of \$10,000, the representations and stipulations required by section I of the Act of June 30, 1938 (Walsh-Healey Act, Public No. 246, 74th Congress) to be included in all contracts therein specified are hereby incorporated and made a part of this contract with the same force and effect as if fully set forth in the contract. Such representations and stipulations shall be subject to all applicable regulations, determinations, and exemptions of the Secretary of Labor now or hereafter in effect.
- 9. ANTI-DISCRIMINATION.—(a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. (b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract. Provided, however. That a contract for the furnishing of standard or commercial articles of raw material shall not be considered as a subcontract.

10. CONVICT LABOR.—The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

- II. CHANGES.—Where the supplies to be turnished are to be specially manufactured in accordance with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes in the drawings or specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly, provided claim therefor is asserted at any time prior to the date of final settlement of the contract.
- 12. DELAYS—DAMAGES,—If the Contractor refuses or falls to perform this contract within the time specified, or any extension thereof, the Government may, by written notice, terminate the right of the Contractor to proceed with deliveries or with such part or parts thereof as to which there has been delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this condition if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including, without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the Government.
- 13. DISPUTES.—Except as otherwise specifically provided in this contract, all disputes concerning questions of tact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within 30 days from said mailing the Contractor may appeal to the Secretary of Army, whose decision or that of his designated representative, representatives, or board shall be final and conclusive upon the parties hereto. Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract.
- 14. ASSIGNMENT OF RIGHTS HEREUNDER .- This condition shall apply if this contract is for \$1,000 or more, unless this contract is marked secret, confidential, or restricted (a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract, and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing, (b) In the event of any such assignment the assignee shall flie four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following: (i) General Accounting Office; (ii) the Contracting Officer; (iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract; (iv) the officer designated in this contract to make payments thereunder. (c) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this article may be further assigned and reassigned to a bank, trust company, or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the Contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph. (d) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction. (e) Indication of the assignment of claim and of any further assignment thereof and the name of the assignee will be made on all vouchers or invoices certi-
- 15. OFFICIALS NOT TO BENEFIT.—No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- 16. COVENANT AGAINST CONTINGENT FEES.—The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to adout the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 17. BUY AMERICAN CLAUSE.—Subject to exemptions granted by the Secretary of Army and unless otherwise specified it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined, or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to this instrument.
- 18. DEFINITIONS.—Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

WD FORM 18A 18A

WO FORM 18

Docking N	Io. 4443		April 19.48
Name of V	Vessel Tug James S. Polhemus	Gross Re	eg. Tonnage: 102
		Cargo —	- Long Tons:
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DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
4/27	Lift day ends 2:20 PM 102 @ .20 Min.	50.00	Washed, cleaned & painted hull
4/28	1st lay day ends 2:20 PM 102 @ .10 "	25.00	
4/29	2nd " " 2:20 PM 102 @ .10 "	25.00	
	3/4 of 3rd lay day ends 8:20 AM		
	3/4 X 25.00 min. lay day charge 18.75		
	4/6 of final quarter of 3rd lay		
	day ends 12:20 PM		
	4/6 of 6.25(i/4 of 25.00 min.) 4.17	22.92	
		122.92	Vesselarrived pier S-2 at 9:40 AM 4/26
			After undocking, vessel tied to pier S-2 at 12:30 PM 4/30
	Vessel ready to undock 11:40 AM 4/30		Vessel departed from pier S-2 at 2:13 PM 4/30
	Compiled by	EC	Approved by Entered Billed APR 3 0 1949 5 5 4

	DEPARTMENT OF THE ARMY	LABrade	DATE 5-2	20-48	CONTRACT NO. ()	lf any)
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SHEET NO. OF DEDER NO.

DEPARTMENT OF THE ARMY LABRAGE PURCHASE ORDER SMOITIDMOS

I. VENDOR'S INVOICES.—Involves shall be prepared and submitted in triplicate. Involves shall contain the following information: Order number and contract number, if any; Government nomenclature of articles or services and Government sizes of articles; quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The following certificate will be shown on each of the three copies of the invoice;

"I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transaction have been complied with; and that State or local sales taxes are not included in the amounts billed."

The Contractor or his authorized representative will sign only the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be. If State or local sales taxes are included in the amounts billed, the inapplicable words in the last portion of the certificate will be omitted.

- 2. DISCOUNTS.—Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher, properly certified by the Contractor, is received if the latter date is later than the date of delivery,
- 3. PAYMENTS.—The Contractor shall be paid, upon the submission of properly certified and invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions. If any, as herein provided, Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.
- 4. INSPECTION.—Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.
- 5. VARIATION IN QUANTITIES.—Unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 percent, will be accepted as a compilance with the centract, when caused by conditions of leading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.
- 6. NOTICE OF SHIPMENTS.—At the time of delivery of a shipment to a carrier for transportation, the Contractor shall give such prepaid notice of shipment as the Contracting Officer may require.
- 7. TAXES.—Unless otherwise Indicated in this contract (a) the prices herein do not Include any State or local sales, use, or other tax from which the Contractor or this transaction of the procurement of these supplies is exempt; and (b) the prices herein include all applicable Federal taxes and other applicable State and local taxes in effect at the date of this contract. Upon request of the Contractor the Government will Issue tax-exemption certificates or furnish other similar proof of exemption with respect to the taxes excluded from the price. Where any duties or taxes have been included in the contract price and a refund or drawback is obtained by the Contractor by reason of the export or reexport of supplies covered hereby, or of materials used in the performance of this contract, the amount of such refund or drawback will be paid over to the Government, or credited against amounts due from the Government under this contract. Provided, however, That the Contractor shall not be required to apply for such refund or drawback unless so requested by the Contracting Officer.
- 8. WALSH-HEALEY ACT.—If this contract is for an amount in excess of \$10,000, the representations and stipulations required by section I of the Act of June 30, 1936 (Walsh-Healey Act, Public No. 346, 74th Congress) to be included in all contracts therein specified are hereby incorporated and made a part of this contract with the same force and effect as if fully set forth in the contract. Such representations and stipulations shall be subject to all applicable regulations, determinations, and exemptions of the Secretary of Labor now or hereafter in effect.
- 9. ANTI-DISCRIMINATION.—(a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. (b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract. Recorded, however, That a contract for the furnishing of standard or commercial articles or raw-material shall not becomisidered as a subcontract.

10. CONVICT LABOR.—The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

- II. CHANGES.—Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes in the drawings or specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be medified in writing accordingly; provided claim therefor is asserted at any time prior to the date of final settlement of the contract.
- 12. DELAYS—DAMAGES.—If the Contractor refuses of fails to perform this contract within the time specified, or any extension thereof, the Government may, by written notice, terminate the right of the Contractor to proceed with deliveries or with such part or parts thereof as to which there has been delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this condition if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including, without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the Government.
- 13. DISPUTES.—Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within 30 days from said mailing the Contractor may appeal to the Secretary of Army, whose decision or that of his designated representative, representatives, or board shall be final and conclusive upon the parties hereto. Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract.
- 14. ASSIGNMENT OF RIGHTS HEREUNDER .- This condition shall apply if this contract is for \$1,000 or more, unless this contract is marked secret, confidential, or restricted. (a) Claims for monles due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract, and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. (b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following: (i) General Accounting Office; (ii) the Contracting Officer; (iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract; (iv) the officer designated in this contract to make payments thereunder. (c) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this article may be further assigned and reassigned to a bank, trust company, or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the Contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph. (d) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction. (c) Indication of the assignment of claim and of any further assignment thereof and the name of the assignment will be made on all vouchers or invoices certified by the Contractor.

15. OFFICIALS NOT TO BENEFIT.—No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

- 16. COVENANT AGAINST CONTINGENT FEES.—The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the centract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 17. BUY AMERICAN CLAUSE.—Subject to exemptions granted by the Secretary of Army and unless otherwise specified it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to this instrument.
- 18. DEFINITIONS.—Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

WD FORM 18A

Adm. Asst.

81 al March CAN

Docking I	Vo. 4442		April 19 48
Name of V	Vessel S/S GOLDEN STATE	Gross R	eg. Tonnage: 6103
	Works	Cargo —	- Long Tons:
Ordered b	y Albina Engine & Machine Bill to	same	Repairs by Same
Docked:	Undocking Started:	Lifted on:	
6:20	P M. $4/23$ 19 48 8:18A M. $4/25$ 19	48 Pontoons Nos.	all Dock No. 2
DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
4/24	Lift day ends 6:20 PM 6103 tons @ .10	610.30	Washed, cleaned & painted hull, Inspected
4/25	1/2 of 1st lay day ends 6:20 AM		tail shaft and changed propeller.
	6103 tons @ .10 x 1/2	305.15	
		915.45	
			Vessel arrived pier S-2 at 11:38 AM 4/23
			After undocking, vessel tied to pier
			S-2 at 10:08 AM 4/25
			Vessel departed from pier S-2 at 6:13 AM
	Vessel ready to undock 6:00 AM 4/25		4/26
	Compiled by EC		Approved by Entered 1948 Billed 4/29

MURDOCK 1131

PURCHASE ORDER

GOLDEN STATE

ALBINA ENGINE & MACHINE WORKS, INC.

2100 N. ALBINA AVE. PORTLAND 12, OREGON

The Port of Portland

The Port of Portland

DATE 5-3-48

SHIP TO

ACCOUNT NO. 5987

DEPT. ORDERED BY DJ 4442

MARK EVERY PACKAGE WITH ABOVE ORDER NUMBER.

		ABOVE OR		
QUANTITY	DESCRIPTION	UNIT PRICE	TRADE DIS.	AMOUN
	Docking and undocking vessel			915.45
	83511			

PLEASE FURNISH 3 COPIES OF INVOICES COVERING THIS MATERIAL.
INVOICES MUST BE MAILED NOT LATER THAN 5 DAYS AFTER ORDER IS SHIPPED.
PACKING SLIP MUST ACCOMPANY EACH SHIPMENT

and demma

THE PORT OF PORTLAND - DF T DOCK

DOCKAGE COMPILATION SHEET

Docking	No. 4441		April	19. 48
Name of	Vessel Derrick Barge #501 Works		eg. Tonnage: 306 30' x 34' x 7'-6" Long Tons:	
Ordered l	Northwest Marine Iron Bill to	same	Repairs by	same
Docked:	Undocking Started:	Lifted on:	•	
2:06	P M. 4/22 19 48 3:03P M. 4/26 19	48 Pontoons Nos.	3-4-5 Dock No.	
D	DOCKAGE	AMOUNT	GENERAL DESCRIP	18067 JAMES, KERNS & ABBOTT CO. PORTLAND
DATE	DOCKAGE	AMOUNT	GENERAL DESCRIP	TION OF WORK
	Docking time starts 8:00 AM 4/23		Washed, cleaned & pain	ted hull.
4/23	Part of lift day ends 12:00 PM			
4/24	Idle day Saturday ends 12:00 PM			
4/25	Idle day Sunday ends 12:00 PM			
4/26	Bal. of lift day ends 8:00 AM			
	306 tons @ .20	61.20		
	1/4 of 1st lay day ends 2:00 PM			
	306 tons @ .10 X 1/4 7.65		Barge arrived pier S-l	at 8:00 AM 4/21
	1/6 of final quarter of 1st			
	lay day ends 3:00 PM		After undocking, barge	tied to nier N-2
	306 tons X .01 x 1 3.06	10.71	at 3:25 PM 4/26	0100 00 p100 n-0
	500 tollb x +01 x 1	71.91	84 0: 60 111 4/60	
	Barge ready to undock 3:00 PM 4/26	11.51		
	barge ready to undock 5.00 rm 4/20			
			1	
	Compiled by	EC	Approved by Entered	Billed
		6	1/11	129 1948 4/29

PURCHASE ORDER

NORTHWEST MARINE IRON WORKS

2516 N.W. 29TH AVENUE PORTLAND 10, OREGON

ORDERED FOR

TO	Jhe	Hor	tof Portland-	DATE	7-30-	48	3
	91		palding Building	TERMS		- 64	
-	V	11114	and Mississer	F. O. B SHIP VIA			
		MU	and, Oregon,	DATE WANTED_			
ITEM	QUANT.	UNIT	DESCRIPTION		PRICE	UNIT	DISCOUNT
			Merrich Barge = 5 Arydocking Charges - Facilities Berthage 21000 Noto. Crane 3750 Water ships use 250 Mater Hull 250 Civ 12616 Elce. 5480 Shiff Bargeon 2035		75381		
				Conf	525-72		(8) C-15059
			INSTRUCTIONS			0=0	

BUYER

PURCHASE ORDER No. 65239

NORTHWEST MARINE IRON WORKS

Docking	No. 4440		April 19.48
Name of	Vessel S/S Joseph A. Holmes	Gross Re	eg. Tonnage: 7176
Docked:	Works Oy Albina Engine & Machine Bill to Undocking Started:	sam e Lifted on:	
4:40	P_{M} . 4/19 19 48 7:11A M. 4/21 19 4	8 Pontoons Nos	all Dock No. 18007 JAMES, KERNS & ABBOTT CO. PORTLAND
DATE	DOCKAGE	Amount	GENERAL DESCRIPTION OF WORK
	Docking time starts 8:00 AM 4/20		Cleaned and painted hull
4/21	Lift day ends 8:00 AM 7176 tons @ .10	717.60	
			Vessel arrived pier N-2 at 2:55 PM 4/19
	Vessel ready to undock 11:30 PM 4/20		
			After undocking, vessel tied to pier N-2 at 8:05 AM 4/21
	Compiled by		Approved by Fintered 2 3 1948 Billed H23

MURDOCK 1131

PURCHASE ORDER JOS. HOLMES

ALBINA ENGINE & MACHINE WORKS, INC.

2100 N. ALBINA AVE. PORTLAND 12, OREGON

PURCHASE 83440 CONFIRMATION ORDER NO._ DATE 4-27-48 The Port of Portland SHIP TO ACCOUNT NO. 5920 DEPT. ORDERED BY DJ4440 MARK EVERY PACKAGE WITH ABOVE ORDER NUMBER. UNIT PRICE TRADEDIS. AMOUNT DESCRIPTION QUANTITY 717.60 Docking vessel

831,40

PLEASE FURNISH 3 COPIES OF INVOICES COVERING THIS MATERIAL. INVOICES MUST BE MAILED NOT LATER THAN 5 DAYS AFTER ORDER IS SHIPPED. PACKING SLIP MUST ACCOMPANY EACH SHIPMENT.

remmo PURCHABING AGENT

- - 31

Docking No. 4439		April 19 48
Name of Vessel S/S Edward Everett	Gross R	deg. Tonnage: 7176
Works Ordered by Albina Engine & Machine Bill to Docked: Undocking Started: 9:40 AM. 4/19 1948 11:10AM. 4/21	Same Lifted on:	Repairs by Same Repairs by Dock No. 2
DATE DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
4/20 Lift day ends 9:40 AM 7176 @ .10 4/21 lst lay day ends 9:40 AM 7176 @ . 2/6 of final quarter of 2nd lay d		Washed, cleaned & painted hull. Inspected propeller and tail shaft. Welded **********************************
ends 11:40 AM 7176 X .01 X 2	143.52	
Vessel ready to undock 11:07 AM 4	2/21	Vessel arrived pier S-2 at 8:28 AM 4/19 After undocking, vessel tied to pier S-2 at 12:30 PM 4/21
Compiled	EC EC	Approved by Entered Billed APR 2 3 1948 4/2-3

SHIPMENT.

PURCHASE ORDER

EDW. EVERETT

PURCHASE

ALBINA ENGINE & MACHINE WORKS, INC.

2100 N. ALBINA AVE. PORTLAND 12, OREGON

		ORDER	NO	83439
	Port of Portland CONFIBURATION	DATE	4-27-48	
	Port of Portland	SHIP TO		
		ACCOUNT NO.	5986	
		MARK EVE ABOVE OF		J 4439 KAGE WITH
QUANTITY	DESCRIPTION	UNIT PRICE	TRADE DIS.	AMOUNT
	Docking vessel 7, 176 gross tons			1,578.72
	83439	<u> </u>		
	RNISH 3 COPIES OF INVOICES THIS MATERIAL.	2	P	
VOICES MUST	BE MAILED NOT LATER THAN 5 DAYS AFTER	PURCHASING	AGENT	,

Docking No	4438		April	19. 48
Name of Vesse	Tug Shaver	Gross R	eg. Tonnage: 424	
		Cargo —	- Long Tons:	
Ordered by	Western Transportation Co Bill to.	same	Repairs by	***************************************
Docked:	Undocking Started:	Lifted on:		
9:05 A _M	$1. 4/15 1948 9:53 A_{M} 4/16$	19 48Pontoons Nos.		IAMES, KERNS & ABBOTT CO. PORTLAND
DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WO	
4/16 L:	ift day ends 9:05 AM 424 tons @ .20	84.80	Changed propellers and re-babbi	tted one
	1/6 of final quarter of 1st lay day		strut bearing	
e	nds 10:05 AM 424 tons X .01 X 1			
1	Min. fractional lay day charge	10.00		
		94.80		
			Vessel arrived pier N-2 at 7:40	AM 4/15
			After undocking, vessel tied to	pier N-2
			at 10:33 AM 4/16	
			Vessel departed from pier N-2 a	at 10:57 AM
			4/16	
	Vessel ready to undock 9:50 AM 4/16			
	Compiled by		Approved by Entered	Billed
		EC) APR 2 1 10A	4/20/4

Docking	No. 4437		April 48
Name of	Vessel S/S CHARLES E. DANT	Gross R	deg. Tonnage: 6314
	Works.	Cargo -	- Long Tons;
Ordered		same	Repairs by Same
Docked:	Undocking Started:	Lifted on:	
7:45	A _M . 4/12 1948 4:05 P _M . 4/16 19	48Pontoons Nos.	all Dock No. 2
			18067 JAMES, KERNS & ABBOTT CO. PORTLAND
DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
	Docking time starts 8:00 AM 4/12		Cleaned & painted hull. Inspected propeller
4/13	Lift day ends 8:00 AM 6314 @ .10	631.40	and tail shaft. Renewed damaged keel plate.
4/14	1st lay day ends 8:00 AM 6414 @ .10	631.40	
4/15	2nd " " 8:00 AM 6314 @ .10	631.40	
4/16	3rd " " 8:00 AM 6314 @ .10	631.40	
	1/4 of 4th lay day ends 2:00 PM		
	6314 tons @ .10 x 1/4 157.85		
	2/6 of final quarter of 4th		
	lay day ends 4:00 PM		
		904 77	W7
	6314 tons @ .01 x 2 126.28	284.13	Vessel arrived pier S-2 at 4:50 PM 4/10
		2809.73	
			After undocking, vessel tied to pier S-2
			at 5:30 PM 4/16
	Vessel ready to undock 4:00 PM 4/16		Vessel departed from pier S-2 at 7:00 PM 4/16
	Compiled by	EC	Approved by Entered Billed 4/2/1/48

MURDOCK 1131

PURCHASE ORDER

CHAS. DANT

ALBINA ENGINE & MACHINE WORKS, INC.

2103 N. CLARK AVE. PORTLAND 12, OREGON

COMFIRMATION

PURCHASE ORDER NO.

83404

	DATE 4-22-48	
The Port of Portland	SHIP TO	
916 Spalding Bldg.	ACCOUNT NO. 5973	

MARK EVERY PACKAGE WIT

DEPT. ORDERED BY DJ #4437

		MARK EVERY PACKAGE WIT ABOVE ORDER NUMBER.			
QUANTITY	DESCRIPTION	UNIT PRICE	TRADE DIS.	AMOUNT	
	Docking and undocking vessel			2,809.73	
	and the second s				
	83404)	

PLEASE FURNISH 3 COPIES OF INVOICES COVERING THIS MATERIAL.
INVOICES MUST BE MAILED NOT LATER THAN 8 DAYS AFTER ORDER IS SHIPPED.
PACKING SLIP MUST ACCOMPANY EACH

SHIPMENT.

Portland, Oregon

PURCHASING AGENT

THE PORT OF PORTLAND-DRY DOCK

DOCKAGE COMPILATION SHEET

Docking I	No. 4436				April	19. 48
Name of V	Vessel Tug Peter W (ex-LSM)		Gross I	Reg. Tonnage: 688		
			Cargo -	- Long Tons;	***************************************	
	Work y Albina Engine & Machine Bill		Same Lifted on:	Repairs b	ysame	*******************************
Docked: 9:10 .	Undocking Started: A M. 4/8 19 48 3:05P M.	4/12 19.4		4-5		S. KERNS & ABBOTT CO. PORTLAND
DATE	DOCKAGE		AMOUNT	GENERA	AL DESCRIPTION OF WOR	
4/9	Lift day ends 9:10 AM 688 @ .	20	137.60	Cut off 100 ft	from bow and rep	laced with
4/10	1st lay day ends 9:10 AM 688	@ .10	68.80	& 40 ft. section	n. Cleaned & pai	nted hull.
	Part of 2nd lay day ends 12:0	O PM				
4/11	Idle day Sunday ends 12:00 PM					
4/12	Bal. of 2nd lay day ends 9:10	AM				
	688 tons @ .10		68.80			
	1/4 of 3rd lay day ends 3:10	PM				
	688 tons @ .10 X 1/4		17.20			
			RANKEN	Vessel arrived p	ier N-2 at 7:30	AM 4/8
			292.40			
				After undocking,	vessel tied to	pier N-2 at
				3:35 PM 4/12		
	Vessel ready to undock 3:00 F	M 4/12				
				Vessel departed 4/12	from pier N-2 at	4:15 PM
		Compiled by		Approved by	Entered LAPR 2 1 1948	Billed 4/15

PACKING SLIP MUST ACCOMPANY EACH

SHIPMENT.

PURCHASE ORDER

LSM	A. 14			
	TONE			

PURCHASE

ALBINA ENGINE & MACHINE WORKS, INC.

2103 N. CLARK AVE. PORTLAND 12, OREGON

		<u>eowelbwaszlow</u>	DATE	4-15-48	
	The Port of Portland	CONFIRMATION	SHIP TO		
	916 Spalding Building		ACCOUNT NO.	5889	
	Portland, Oregon		MARK EV ABOVE C		J 4436 EKAGE W
JANTITY		DESCRIPTION	UNIT PRICE	TRADE DIS.	AMOUN
	Docking and undocking	vessel			292.40
			-1		
		82221		0	
		83334			

Docking N	No. 4435		March & April 19 48
Name of V	Vessel Tug Pauline	Gross R	eg. Tonnage: 252
		Cargo —	- Long Tons:
Ordered by	y Floating Marine Ways Bill to	same	Repairs by Same
Docked:	Undocking Started:	Lifted on:	
3:00	P _M . 3/31 ₁₉ 48 8:50A _M . 4/2	1948 Pontoons Nos.	4-5 Dock No. 1
DATE	DOCKAGE	Amount	GENERAL DESCRIPTION OF WORK
4/1	Lift day ends 3:00 PM 252 @ .20	50.40	Repaired propeller and tail shaft.
4/2	3/4 of 1st lay day ends 9:00 AM		
	252 tons @ .10 X 3/4	18.90	
		69.30	
			Vessel arrived pier N-2 at 1:55 PM 3/31
			After undocking, vessel tied to pier N-2
			at 9:30 AM 4/2
	Vessel ready to undock 8:45 AM 4/2		
			Vessel departed from pier N-2 at
			10:18 AM 4/2
	Compiled by	EC	Approved by Entered Billed .

THE PORT OF PORTLAND-DRY DOCK

DOCKAGE COMPILATION SHEET

Docking N	0. 4432		March & April 19 48
Name of V	essel Tug J. C. Post	Gross R	deg. Tonnage: 75
		Cargo -	- Long Tons:
Ordered by	U. S. Engineers Bill to Sa	ıme	Repairs by Same
Docked:	Undocking Started:	Lifted on:	
2:52 F	$^{\prime}$ M. 3/25 $_{19}$ 48 9:30A M. 4/2 $_{19}$ 4	8 Pontoons Nos.	Dock No. 18067 JAMES, KERNS & ABBOTT CO. PORTLAND
DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
3/26	Lift day ends 2:52 PM		Washed, cleaned & painted hull. Removed.
	75 tons @ .20 Min. Charge	50.00	repaired and reinstalled rudder & propeller.
	Part of 1st lay day ends 12:00 PM		
3/27	Idle day Saturday ends 12:00 PM		
3/28	Ldle day Sunday ends 12:00 PM		
3/29	Bal. of 1st lay day ends 2:52 PM		
	75 tons @ .10 Min. Charge	25.00	Vessel arrived pier N-2 at 1:03 PM 3/25
3/30	2nd lay day ends 2:52 PM Min. Charge	25.00	
3/31	3rd " " 2:52 PM " "	25.00	After undocking, vessel tied to pier N-2
1/1	3/4 of 4th lay day ends 8:52 AM		at 10:00 AM 4/2
	25.00 X 3/4 18.75		
	1/6 of final quarter of 4th lay		
	day ends 9:52 AM 75 X .01 X 1 .75	19.50	Vessel departed from pier N-2 at 10:28 AM 4/
		144.50	
	Vessel ready to undock 9:30 AM 4/1		
	Could not undock untill Tug Pauline		
	undocked.		-30 1
	Compiled by		Approved by Entered Billed

CONTRACT NO. (If any) DEPARTMENT OF THE ARMY LAB:gms SHEET NO. PURCHASE ORDER MOITIGMOD ORDER NO. 11120 ISSUED BY: Corps of Engineers PACKAGES AND PAPERS RELATING TO THIS ORDER REQUISITION NO 5144 628 Pittock Block, Portland 5, Oregon TO: (Contractor and address; also factory address, if required) PAYMENT WILL BE MADE BY DISBURSING OFFICER 628 Pittock Block. The Port of Portland Portland 5, Oregon. 916 Spalding Building INVOICE FOR PAYMENT WILL BE MAILED TO: Portland 4, Oregon District Engineer, Corps of Engineers, 628 Pittock Block, Portland 5, Oregon THE SUPPLIES AND SERVICES TO BE OBTAINED BY THIS INSTRUMENT AME AUTHORIZED BY, ARE FOR THE PURPOSES SET FORTH IN AND ARE CHARGEABLE TO THE FOLLOWING ALLOTMENTS, THE AVAILABLE BALANCES OF WHICH ARE SUFFICIENT TO COVER THE COST THEREOF. SHIP TO: E. H. Moore, U. S. Engineer 21 x 3000 Plant Portland, Oregon METHODS OF PRESENTING INVOICES OR VOUCHERS, AND OF PACKING, MARKING, AND SHIPPING, SHALL BE AS PROVIDED HEREIN, EXCEPT AS OTHERWISE DIRECTED BY THE CONTRACTING OFFICER. Net Domestic SCHEDULE OF DELIVERIES INSPECTION POINTS March 28 to Apr. 1/48 SUPPLIES OR SERVICES Service of Port of Portland drydock to drydock the tug J. C. Post on March 26, 27, 28, 29, 30, 31 and April 1, 1948. job CONFIRMATION \$114.50 SPECIFIC PURPOSE:

PURCHASING ARENT

CONTRACT NO. (If aug)

DEPARTMENT OF THE ARMY LABRETT PURCHASE ORDERSNOITIGNOS

1. VENDOR'S INVOICES .- Involces shall be prepared and submitted in triplicate. Invoices shall contain the following information: Order number and contract number, if any; Government nomenclature of articles or services and Government sizes of articles; quantities, unit prices, and 11. CHANGES.—Where the supplies to be furnished are to be specially manufactured in extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The following certificate will be shown on each of the three copies

"I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transaction have been complied with; and that State or local sales taxes are not included in the amounts billed."

The Contractor or his authorized representative will sign only the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be. If State or local sales taxes are included in the amounts billed, the inapplicable words in the last portion of the certificate will be omitted.

2. DISCOUNTS.—Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher, properly certified by the Contractor, is received if the latter date is later than the date of delivery.

3. PAYMENTS .- The Contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as therein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract. THOM POINTS

4. INSPECTION .- Whether or not an inspection point is specified herein, all material and ship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.

5. VARIATION IN QUANTITIES.—Unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 percent, will be accepted as a compliance with the contract, when caused by conditions of loading, ishipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly. and payments shalf be adjusted accordingly.

6. NOTICE OF SHIPMENTS .- At the time of delivery of a shipment to a carrier for transportation, the Contractor shall give such prepaid notice of shipment as the Contracting Officer may require.

7. TAXES .- Unless otherwise indicated in this contract (a) the prices herein do not include any State or local sales, use, or other tax from which the Contractor or this transaction of the procurement of these supplies is exempt; and (b) the prices herein include all applicable Federal taxes and other applicable State and local taxes in effect at the date of this contract. Upon request of the Contractor the Government will issue tax-exemption certificates or furnish other similar proof of exemption with respect to the taxes excluded from the price. Where any duties or taxes have been included in the contract price and a refund or drawback is obtained by the Contractor by reason of the export or reexport of supplies covered hereby, or of materials used in the performance of this contract, the amount of such refund or drawback will be paid over to the Government, or credited against amounts due from the Government under this contract: Provided, however, That the Contractor shall not be required to apply for such refund or drawback unless so requested by the Contracting Officer.

8. WALSH-HEALEY ACT .- If this contract is for an amount in excess of \$10,000, the representations and stipulations required by section 1 of the Act of June 30, 1936 (Walsh-Healey Act, Public No. 846, 74th Congress) to be included in all contracts therein specified are hereby incorporated and made a part of this contract with the same force and effect as if fully set forth in the contract. Such representations and stipulations shall be subject to all applicable regulations, determinations, and exemptions of the Secretary of Labor now or hereafter in effect.

9. ANTI-DISCRIMINATION .- (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. (b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract: Provided, however, That a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

10. CONVICT LABOR.—The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes in the drawings of specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly, provided claim therefor is asserted at any time prior to the date of final settlement of the contract, and the following the final settlement of the contract, and the final settlement of the contract of the contract

12. DELAYS-DAMAGES.-If the Contractor refuses or fails to perform this contract within the time specified, or any extension thereof, the Government may, by writtenright of the Contractor to proceed with deliveries or with such part or parts thereof as to which there has been delay, and may hold the Contractor Hable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this condition if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including, without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the

MOLYA 13:) DISPUTES. - Except as otherwise specifically provided in this contrast, all disputes concerning questions of fact which may arise under this contract; and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within 30 days from said mailing the Contractor may agree to the Secretary of Army, whose decision or that of his designated representative, representative, representative, representative, representative, representative. decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract.

14. ASSIGNMENT OF RIGHTS HEREUNDER.—This condition shall apply if this contract is for \$1,000 or more, unless this contract is marked secret, confidential, or restricted. (a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract, and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. (b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following: (i) General Accounting Office; (ii) the Contracting Officer; (iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract; (iv) the officer designated in this contract to make payments thereunder. (c) Any claim under this contract which has been assigned pur-suant to the foregoing provisions of this article may be further assigned and reassigned to a bank, trust company, or other financing institution, ancluding any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of such a gament or reassignment together with a true copy of the instrument of such as a gament of the contractor; and shall file four signed copies of such written instices and one copy or such lostrument with the pre-cessing paragraph. (If No assignee say fighting any his part on concerning the contract except to those persons concerned with the transaction. (I) Indication of the assignment of claim and of any further assignment thereof and the name of the assignee will be made on all vouchers or invoices certified by the Contractor.

15. OFFICIALS NOT TO BENEFIT.—No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

16. COVENANT AGAINST CONTINGENT FEES.—The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for commission, per-centage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

17. BUY AMERICAN CLAUSE.—Subject to exemptions granted by the Secretary of Army and unless otherwise specified it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manifeatured, as the case may be, in the United States shall be delivered pursuant to this instrument.

18. DEFINITIONS.—Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

GPO: 1947 - 0 706278